



GARDNERS US LLC - TERMS AND CONDITIONS OF BUSINESS

Applicable to the US market

DEFINITIONS

Agreed purposes:	the delivery of Goods to the Customer and the Customer's customers under this Contract.
Conditions: with	the terms and conditions set out in this document as amended from time to time in accordance with clause 15
Contract:	the contract between Gardners US and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer:	the person or firm who purchases the Goods from Gardners US.
Firm Sale:	Goods that are supplied on a no-returns basis as further detailed in clause 10.2. Once ordered, these cannot be cancelled and if returned, no refund will be issued.
Force Majeure Event:	an event or circumstances beyond a party's reasonable control as defined as: fires, floods, pandemic situations, earthquakes, storms, terrorist attacks, power supply interruption, total or partial strikes, internal or external to the company, hindering the normal course of business, such as for example transports strikes and postal strikes.
Gardners US:	Gardners US LLC ((registration number/L22000225572) and with its registered office 4151 W 108th Street, Suite 19, Hialeah, FL 33018, USA. Tax number 23-8018805140-2.
Goods:	the goods (or any part of them) set out in the Order.
Order:	the Customer's order for the Goods.
Stock:	Goods which are held in stock by Gardners US, as set out in Gardners US current stock catalogue.

1. GENERAL

- 1.1 Gardners US is prepared to supply the Customer with books and other goods on the basis only of these Conditions. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 1.3 The Order shall only be deemed to be accepted when Gardners US issues a written acceptance of or otherwise processes the Order, at which point the Contract shall come into existence.
- 1.4 Any samples, descriptions or advertising produced by Gardners US and any descriptions or illustrations contained in Gardners US catalogs, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the contract nor have any contractual force.
- 1.5 Gardners US are a seller of Goods only. Gardners US does not have any intellectual property in the Goods being sold and accepts no responsibility for the contents of the Goods, their accuracy, or any opinions expressed therein. Gardners US has no control over the contents of the Goods sold.

2. PRICES AND TRADING DISCOUNTS

- 2.1 Unless otherwise agreed by Gardners US in writing, the price for the Goods shall be:
 - 2.1.1 the price set out as the retail/dealer price on the date of dispatch;
 - 2.1.2 less any discount agreed between Gardners US and the Customer, as may be amended from time to time;
 - 2.1.3 plus any applicable small order surcharge for orders which are below the published minimum order volume or value.
 - 2.1.4 plus the cost of delivery calculated in accordance with Gardners US delivery policy and tariffs, attached in appendix 1
 - 2.1.5 plus any additional value added tax and all costs, taxes or charges in relation to sourcing, packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay if applicable when it is due to pay for the Goods.

- 2.2 An invoice setting out the price payable for the Goods dispatched will accompany the Goods on dispatch or will (in circumstances agreed with the Customer) be sent via electronic data interface (EDI).

3. DATA SERVICES

If the Customer wishes to use the Gardners US product database as part of its website, service platform, or internal system it may only do so by entering into a license agreement with us. The license can be requested from Gardners US and once received should then be completed and returned. Gardners US can decide at their discretion whether to enter into such license as per the template attached in Appendix 2

4. ORDERS AND DELIVERY OF B2B - BUSINESS TO BUSINESS ORDERS – ACCOUNT CUSTOMERS

- 4.1 Gardners US will accept orders electronically or via our website www.gardnersus.com 24 hours per day. Answerphones are in operation should you need to contact us and we will return your call within 24 hours. Calls may be recorded for quality and training purposes.
- 4.2 Gardners US orders should be delivered in 3-7 days depending on State in which you live if these orders are placed Monday to Friday. If the Customer does not require these delivery days, or are unable to accept a delivery, the order will be dispatched by Gardners US as soon as practicable or held for dispatch to the Customer's reasonable requirements.
- 4.3 Order values are calculated at invoice values on dispatch.
- 4.4 Backorders are supplied at the price on dispatch, not at the price when ordered.
- 4.5 It is the Customers responsibility to observe embargo and industry 'on sale' dates.

5. DELIVERY

- 5.1 Gardners US shall deliver the Goods to the location set out in the Order (Delivery Location). Gardners US may use a third-party courier to deliver the Goods. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Gardners US shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Gardners US with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.3 If Gardners US fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Gardners US shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Gardners US with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.4 If the Customer fails to accept delivery of the Goods within three business days of Gardners US notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Gardners US failure to comply with its obligations under the Contract:
- 5.4.1 delivery of the Goods shall be deemed to have been completed at 9:00am on the seventh business day after the day on which Gardners US notified the Customer that the Goods were ready; and
- 5.4.2 Gardners US shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.5 If ten Business Days after the day on which Gardners US notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Gardners US may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 5.6 Gardners US may deliver the Goods by installments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel any other installment.

6. AUTO DUES RELEASE

- 6.1 Gardners US ordering system holds titles unavailable at the time of ordering (unless the Customer specifically request, that backorders are not recorded) and then dispatches these books when the Customer's next order arrives at Gardners US.
- 6.2 In instances where no book order has been received for the previous 15 days or no entertainment order has been received for the past 10 days, these orders will be released and dispatched to avoid further delay.

7. PAYMENT

- 7.1 Payment for all orders must be made within 30 days of statement date for all accounts.
- 7.2 Notwithstanding the above, payment for all orders shall become due immediately in the event that the Customer is adjudged bankrupt or insolvent, has a receiver or administrator appointed over its assets or enters into any composition with its creditors. If your account exceeds our agreed payment terms at any time, the full balance will become due immediately.
- 7.3 Any goods purchased shall remain the property of Gardners US - until full payment has been made.
- 7.4 Credit accounts are available for Customers purchasing a minimum of \$5,000 net invoice value per annum.
- 7.5 All pricing is in US dollars.
- 7.6 In order to trade with Gardners US, customers are responsible for providing Gardners US with a valid Sales Tax Exemption Certificate. In the event of a Sales Tax Exemption Certificate expiring, customers must provide Gardners US with a copy of the new valid certificate before placing any new orders.

8. RETURNS ALLOWANCE & PROCEDURE

- 8.1 All returns inquiries should be made via www.gardnersus.com or directly to the Sales Support team, sales@gardnersus.com. Gardners US offers a privilege returns allowance for Customers quarterly on the following dates: January 1st, April 1st, July 1st and October 1st. The Customer's returns allowance is based on 5% of the retail value of books or dealer value for entertainment products, of the amount the Customer has spent with Gardners US in the 3 months preceding one of the Returns dates listed above. This figure is calculated across the Customer's stock, new title and Customer order purchases. The procedures for returns are as set out in the returns procedure section in our website. All returns must be in mint condition, and books must have been purchased from Gardners US within the past 12 months and entertainment product purchased from Gardners US within the past 3 months. Please note that overstock returns should be returned to Gardners US carriage paid.
- 8.2 Firm Sale titles cannot be returned. Definition of a Firm Sale title is as follows: All titles that become O.P. (Out of Print) are Firm Sale and any title that states firm sale at point of order. Unused privilege returns cannot be carried forward.
- 8.3 Any non-authorized goods Gardners US receive WILL be returned to the Customer and subject to a \$10.00 per box handling charge.

9. IMPERFECT BOOKS AND DVDS, DAMAGES CLAIMS

Any products that are supplied in a damaged or imperfect state will be replaced, requested for return, or credited at the discretion of Gardners US and this will represent the extent of Gardners US' liability for the same. In order to register a claim for imperfect, damaged products or shortages the Customer should contact Gardners US Sales Support Team within 5 business days of the products being received, in one of the following ways: E-mail to sales@gardnersus.com or in writing to Gardners US, 4151 W 108th Street, Suite 19, Hialeah, FL 33018, USA. If the Customer does not contact Gardners US within those 5 business days Gardners US will not be able to accept responsibility for the Customer's damages/shortages. The Customer should not return products that have not been logged with Gardners US Sales Representative, as credit notes for such products will not be issued. Products can be returned to Gardners US if appropriate, at Gardners US' cost, but should be received by Gardners US within 4 weeks of receipt by the Customer. Collection arrangements can be made through Gardners US Sales Support Team. When returning damaged or imperfect products the Customer should ensure that they are packed separately to any other returns being made at the same time.

10. LIABILITY AND TERRITORIAL RESTRICTIONS

- 10.1 Notwithstanding the delivery times set out in these terms of business, whilst Gardners US will use its reasonable endeavors to deliver orders as soon as possible, it accepts no liability for late delivery.
- 10.2 Gardners US will not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or loss of profit in respect of any Order or otherwise under or in connection with the Contract. Gardners US' total liability to the Customer in respect of all other losses shall, to the full extent permissible by law, in all circumstances, be limited to the net invoice value of the Goods to which the claim relates.
- 10.3 Nothing in these Conditions shall limit or exclude Gardners US' liability for:
 - 10.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.3.2 fraud or fraudulent misrepresentation; or
 - 10.3.3 any matter in respect of which it would be unlawful for Gardners US to exclude or restrict liability.
- 10.4 In so far as any software or hardware is provided by Gardners US to the Customer all intellectual property rights in the same shall as between the Customer and Gardners US belong to Gardners US and the Customer shall not alter, modify or otherwise tamper with the software or the hardware. Upon the Customer ceasing to be

an account holder the Customer shall either return the software and hardware to Gardners US or if so required by Gardners US destroy or delete them.

- 10.5 All products (including digital products) are sold by Gardners US strictly on the basis that the Customer accepts and respects the publishers intellectual and territorial rights. Whilst Gardners US will provide information to the Customer about any territorial restrictions that apply to any Goods (as notified to Gardners US by the originating publisher/distributor or bibliographic data provider), as set out in clauses 12.6 and 12.7 below, full responsibility for complying with any such restrictions lies with the Customer. Gardners US shall not be liable to the Customer or any third party for any errors in the territorial restrictions communicated to Gardners US.
- 10.6 On Gardners US provided systems such as www.gardnersus.com Gardners US will indicate the territorial rights restrictions notified by the publisher in respect of any retailer residing in a restricted market.
- 10.7 For retailers where Gardners US provides a data feed of product, Gardners US will also provide details of restricted markets notified to it and require the licensed retailer to specifically agree not to sell restricted goods into restricted markets and to comply with local market legal requirements as a condition of the data license and fulfillment service terms and conditions. Gardners US accepts no liability for errors in the information provided or for any infringements.
- 10.8 The Customer shall indemnify Gardners US against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Gardners US arising out of or in connection with the Customer's failure to comply with any territorial restrictions which apply to the Goods.

11. RETENTION OF TITLE

- 11.1 The risk in all goods purchased by the Customer will pass to the Customer upon delivery. However, until full payment has been received by Gardners US for all goods supplied by them to the Customer, all Goods supplied to the Customer shall remain the property of Gardners US. Until such time the Customer shall hold the goods as bailee for Gardners US and ensure that at all times such Goods be readily identifiable as being the goods of Gardners US.
- 11.2 If a Receiver or Administrator or Trustee in Bankruptcy is appointed over any of the Customer's assets, Gardners US will act in compliance with Federal Law.

12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Gardner US.
- 12.3 Without prejudice to the generality of clause 12.1, Gardners US shall, in relation to any Personal Data processed in connection with the performance by Gardners US of its obligations under this agreement:
- 12.3.1 process that Personal Data only for the Agreed Purposes unless Gardners US is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer.
- 12.3.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 12.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 12.3.4 not transfer any Personal Data unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- the Customer or Gardners US has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - Gardners US complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - Gardners US complies with reasonable instructions notified to it in advance by the Customer with respect to

- the processing of the Personal Data;
- 12.3.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.3.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 12.3.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data;
 - 12.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12;
 - 12.4 The Customer consents to Gardners US appointing delivery agents as third-party processors of Personal Data under this agreement.
 - 12.5 Pursuant to applicable Federal Data Protection Legislation, the Customer has the right (i) to access and amend its own Personal Data, (ii) to object to the processing of his or her data on legitimate grounds, by contacting the Data Controller (dataprotection@littlegroup.com) .

13. VARIATIONS AND HEADINGS

Gardners US shall be entitled from time to time to make changes to these Conditions. Gardners US' website - www.gardnersus.com will always display the most recent version of the Conditions. The headings in these terms and conditions are for convenience only.

14. TERMINATION

- 14.1 Without limiting its other rights or remedies, Gardners US may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 14.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 14.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 14.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 14.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.
- 14.2 Without limiting its other rights or remedies, Gardners US may suspend provision of the Goods under the Contract or any other contract between the Customer and Gardners US if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or Gardners US reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, Gardners US may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to Gardners US all outstanding unpaid invoices and interest.
- 14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver

of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part- provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. GOVERNING LAW AND JURISDICTION

18.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with Federal Law.